signer did not accompany the signature." *Foster* v. *Mackinnon,* L. R. 4 C. P. 704. The American cases have held that before he can succeed in a defense against a bona fide holder, the signer of the instrument must show not only that his mind did not accompany the instrument, but also that he was free from negligence in affixing his name. KNOWLTON'S ANSON, CONTRACTS, p. 162, and cases cited.

BILLS AND NOTES—SIGNATURE BY AGENT OR REPRESENTATIVE—PERSONAL LIABILITY.—Plaintiff sued defendant on a promissory note in the following form: "Six months after demand I promise to pay to Mrs. M. Chapman the sum of 300 pounds, for value received, together with 6% interest per annum. J. H. Smethurst's Laundry and Dye Works, Limited, J. H. Smethurst, Managing Director." The words "J. H. Smethurst's Laundry and Dye Works, Limited," and "Managing Director" were impressed with a rubber stamp, the rest of the note being in writing. *Held,* that the defendant was primarily liable on the note, as he had not qualified his promise by the addition of any words to show that he merely signed as agent for the company. *Chapman* v. *Smethurst* [1909], 1 K. B. 73, 78 L. J. R. K. B. 84.

"This case is very near the line and is one upon which it is very difficult to form a clear and confident opinion," says the court, but sustains the liability of the defendant upon the intention to so bind himself as expressed in the note itself. BIGELOW, BILLS AND NOTES, p. 45; BUNKER, NEGOTIABLE INSTRUMENTS, § 22, cases cited; *Fuller* v. *Hooper,* 3 Gray 334, 341; *Slawson* v. *Loring,* 5 Allen, 340. External evidence to show an undisclosed principal cannot be used in construing a negotiable instrument, as it can a common law contract. *Fuller* v. *Hooper,* supra. "The difference between the two systems should be well noted." BIGELOW, supra, p. 45. The maker of the note cannot claim exemption unless the instrument purports to bind the principal, and a mere disclosure of the latter is not sufficient to bind him. *First National Bank* v. *Wallis,* 50 N. Y. 455. Other parts of the note than the signature may be used in determining whether the principal is to be bound. *Whitney* v. *Inhabitants of Stow,* 11 Mass. 368. The rule as stated in most of the cases seems to be that the principal is not bound unless there is clear evidence that the instrument purports to bind him. *Whitney* v. *Inhabitants of Stow,* 11 Mass. 368. BIGELOW, BILLS AND NOTES, and cases cited, p. 44. In the principal case the court quoted with approval from *Lindus* v. *Melrose,* 27 L. J. Ex. 326, in which COLERIDGE, J., said: "An agent putting his name to a mercantile instrument is liable as a principal unless the instrument distinctly shows that he signs as agent." The principal case seems to foster a presumption in favor of the liability of the agent.

BOUNDARIES—MEANDER LINE AS BOUNDARY IN GOVERNMENT GRANTS—MISTAKE IN SURVEY.—In a suit to quiet title to land lying between the meander line established by government survey and the banks of a non-navigable lake, plaintiff claimed through a grant of swamp-lands, while defendants claimed the land by virtue of their riparian rights as owners of the fractional sections of land bordering on the meander line. The govern-

ment surveyor had by mistake meandered a large tract of swampy land lying between defendants' land and the lake, containing 1,000 to 1,200 acres, thinking it to be a part of the lake. As a result, the meander line was in some places over a mile from the true bank of the lake. *Held,* that although the plaintiff failed to establish her title, and for that reason could not succeed in this suit, in any event the bank of the lake, and not the meander line, was the boundary of defendants' land, and consequently they had title to the intervening swamp land, good at least as against anyone but the United States. *Little* v. *Williams et al.* (1908), — Ark. —, 113 S. W. 340.

It appears to be settled in Arkansas that the title of adjoining landowners extends to the center of a non-navigable lake by virtue of their riparian rights. *Rhodes* v. *Cissell* (1907), 82 Ark. 367, 101 S. W. 758. As a general rule, meander lines in government grants are not boundaries, the water-course itself being the boundary. *Railroad* v. *Schurmeier,* 7 Wall. 272; *Hardin* v. *Jordan,* 140 U. S. 371, 11 Sup. Ct. 808, 35 L. Ed. 428; *Heald* v. *Yumisko,* 7 N. D. 422, 75 N. W. 806; *Chesbrough* v. *Head,* 23 Ohio Cir. Ct. R. 427; *Johnson* v. *Tomlinson,* 41 Or. 198, 68 Pac. 406; *Hendricks* v. *Feather River Canal Co.,* 138 Cal. 423, 71 Pac. 496; *Johnson* v. *Hurst,* 10 Idaho 308, 77 Pac. 784; *Schulte* v. *Warren,* 218 Ill. 108, 75 N. E. 783; *Sizor* v. *Logansport,* 151 Ind. 626, 50 N. E. 377, 44 L. R. A. 814; *Berry* v. *Hoogendoorn,* 133 Ia. 437, 108 N. W. 923; *Sherwin* v. *Bitzer,* 97 Minn. 252, 106 N. W. 1046; *Provins* v. *Lovi,* 6 Okl. 94, 50 Pac. 81; *Johnson* v. *Brown,* 33 Wash. 588, 74 Pac. 677. But an exception to this rule has been recognized where the surveys and grants clearly show that the meander line was intended to be the boundary, or where, by reason of fraud or mistake in making the survey, the meander line does not in fact outline or approach a body of water proper to be meandered. *Niles* v. *Cedar Point Club,* 175 U. S. 300, 20 Sup. Ct. 124, 44 L. Ed. 171; *Tolleston Club of Chicago* v. *Lindgren,* 39 Ind. App. 448, 77 N. E. 818; *Schlosser* v. *Hemphill,* 118 Ia. 452, 90 N. W. 842; *Security Land Co.* v. *Burns,* 87 Minn. 97, 91 N. W. 304; *Live Stock* v. *Springer,* 35 Ore. 312, 58 Pac. 102; on appeal to the U. S. Supreme Court, 185 U. S. 47, 22 Sup. Ct. 563; *Whitney* v. *Detroit Lumber Co.,* 78 Wis. 240, 47 N. W. 425; *Fuller* v. *Shedd,* 161 Ill. 462, 44 N. E. 286; *Fulton* v. *Frandolig,* 63 Tex. 330; *Bissel* v. *Fletcher,* 19 Neb. 725, 28 N. W. 303; *James* v. *Howell,* 41 Ohio St. 696; *Shoemaker* v. *Hatch,* 13 Nev. 261; *Martin* v. *Carlin,* 19 Wis. 477; *Granger* v. *Swart,* 1 Woolw. 88, Fed. Cas. No. 5685; *Barnhart* v. *Ehrhart,* 33 Ore. 274, 54 Pac. 195. In many of the more recent cases announcing this exception the situation was such that the side lines of the fractional sections in question would not, if extended beyond the meander line, encounter the banks of the body of water meandered. In others there was no body of water proper to be meandered in the vicinity, so that a water frontage could not be secured. In view of the extent of the tract of land lying between the meander line and the lake, the decision in the principal case represents an extreme application of the general rule, but resulted in giving to the owners of the land bordering on the meander line a frontage upon the lake, in accordance with the survey.